

**CENTRAL WISCONSIN COMMUNICATIONS, INC.**  
**P.O. Box 8045**  
**Wisconsin Rapids, Wisconsin 54495-8045**

August 10, 2005

Marlene H. Dortch, Secretary  
Federal Communications Commission  
445 Twelfth Street, SW  
Washington, D.C. 20554

**Re: Central Wisconsin Communications, Inc.**  
**WC Docket No. 05-196**  
**Subscriber Notification Report**

Dear Ms. Dortch:

On July 26, 2005, the Federal Communications Commission ("Commission") released a Public Notice requiring interconnected voice over Internet protocol ("VoIP") providers to submit a report regarding notifications sent to subscribers informing them of limitations of their enhanced 911 ("E911") service.<sup>1</sup> Pursuant to this Public Notice, Central Wisconsin Communications, Inc. (the "Company") hereby submits the following:

1. A detailed description of all actions the provider has taken to specifically advise every subscriber, prominently and in plain language, of the circumstances under which E911 service may not be available through the interconnected VoIP service and/or may be in some way limited by comparison to traditional E911 service. This information should include, but is not limited to, relevant dates and methods of contact with subscribers (*i.e.*, e-mail, U. S. mail).

After the release of the Public Notice, the Company revised its terms of service to reflect the Commission's new rules regarding VoIP E911 service. The revised terms explain in plain language the limitations of the subscribers' E911 service. The Company also drafted an e-mail which informed the Company's VoIP subscribers of the revisions and of their need to either accept or decline the revised terms of service which was attached to the e-mail (see Attachment 1 containing a sample copy of the e-mail and revised terms). On July 29, 2005, the Company attempted to send the attached e-mail and associated attachment; however, due to formatting errors and problems associated with the accept/decline feature, the e-mail had to be resent on July 30, 2005 and again on August 1, 2005. On August 8, 2005, Company representatives began calling customers to remind them of their need to either accept or decline the revised terms of service.

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<sup>1</sup> See *Enforcement Bureau Provides Guidance to Interconnected Voice Over Internet Protocol Service Providers Concerning the July 29, 2005 Subscriber Notification Deadlines*, WC Docket Nos. 04-36 & 05-196; DA 05-2085, Public Notice (rel. July 26, 2005) ("Public Notice").

2. A quantification of how many of the provider's subscribers, on a percentage basis, have submitted an affirmative acknowledgement, as of the date of the report, and an estimation of the percentage of subscribers from whom they do not expect to receive an acknowledgement by August 29, 2005.

The Company has received affirmative acknowledgements from 51 percent of its customers and an additional 2 percent have indicated verbally that they will respond to the e-mail. After sending the e-mails, the Company found that approximately 1.5 percent of its customers have recently disconnected. The Company will continue contacting customers that have not yet responded and anticipates that it will receive responses from all subscribers by August 29, 2005.

3. A detailed description of whether and how the provider has distributed to all subscribers warning stickers or other appropriate labels warning subscribers if E911 service may be limited or not available and instructing the subscriber to place them on and/or near the customer premises equipment used in connection with the interconnected VoIP service. This information should include, but is not limited to, relevant dates and methods of contact with subscribers (*i.e.*, e-mail, U. S. mail).

The Company is preparing labels that read "E911 service may not function properly or will be limited unless current location is updated at [www.talkwithus.biz](http://www.talkwithus.biz)." The Company anticipates that it will have the labels from the printer by the end of the week. It will send them to all subscribers immediately and instruct the customers to place the labels on and/or near the phone or other device that they use to make VoIP calls.

4. A quantification of how many subscribers, on a percentage basis, to whom the provider did not send the advisory described in the first bullet above and/or to whom the provider did not send warning stickers or other appropriate label as identified in the bullet immediately above.

All subscribers received the e-mail and revised terms of service. The labels will be sent to all subscribers.

5. A detailed description of any and all actions the provider plans on taking towards any of its subscribers that do not affirmatively acknowledge having received and understood the advisory, including, but not limited to, disconnecting the subscriber's VoIP service with the Company no later than August 30, 2005.

As referenced above, the Company has begun making reminder calls and will continue to do so until all subscribers have responded. As an extra incentive for the customers to respond, the Company has arranged its website so that a customer cannot log on to the secure members only section until the customer has accepted the revised terms of service. As required in the Public Notice, any

customers that do not respond or do not accept the revised terms of service by August 29, 2005 will be disconnected on August 30, 2005.

6. A detailed description of how the provider is currently maintaining any acknowledgements received from its subscribers.

The Company is maintaining a list of all of its subscribers and indicating on that list which customers have responded.

7. The name, title, address, phone number, and e-mail address of the person(s) responsible for the Company's compliance efforts with the *VoIP E911 Order*.

Leif Street  
Director of Marketing and Public Relations  
Central Wisconsin Communications, Inc.  
P.O. Box 8045  
Wisconsin Rapids, Wisconsin 54495-8045  
715-421-8150  
[street@wctc.net](mailto:street@wctc.net)

Please contact the undersigned with any questions.

Respectfully Submitted,

s/ Leif Street

Leif Street

cc: Byron McCoy, Telecommunications Consumers Division, Enforcement Bureau  
Kathy Berthot, Deputy Chief, Spectrum Enforcement Division, Enforcement Bureau  
Janice Myles, Competition Policy Division, Wireline Competition Bureau  
Best Copy and Printing

# **ATTACHMENT 1**

**REVISED SECTION 18. EMERGENCY SERVICES 911 DIALING  
OF CWCI VoIP END USER SERVICE SUBSCRIBER AGREEMENT**

**18. EMERGENCY SERVICES 911 DIALING**

***PLEASE READ THIS INFORMATION REGARDING 911 VERY CAREFULLY. BY ACTIVATING AND PAYING FOR THE SERVICE, YOU ACKNOWLEDGE AND AGREE TO THE LIMITATIONS OF CWCI 911 EMERGENCY DIALING SERVICE, AND UNDERSTAND THE DISTINCTIONS BETWEEN SUCH SERVICE AND TRADITIONAL 911 OR E911 CALLS.*** You agree to notify any user who may place calls using your Service, including any household residents or guests who may be present in your household, of the limitations of 911 Emergency Dialing. We recommend that you maintain an alternative means of accessing emergency services in the event of Service disruption for any reason.

**CWCI 911 Service.** 911 Emergency Dialing is an included feature of service. To activate this service, you must register the physical location of your Device with CWCI as explained below, and that location must be within the geographic serving area of an emergency call center known as a Public Safety Answering Point (“PSAP”) to which CWCI is enabled for this service. If you fail to activate and properly configure 911 Emergency Dialing, the Service will not support 911 Emergency Dialing, and you acknowledge and agree to this requirement. 911 Emergency Dialing will not function until you receive notification from CWCI, via electronic mail, website notation or some other means, that 911 Emergency Dialing has been successfully enabled for your service, and you acknowledge and agree to this requirement.

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**Service Address.** You must provide the correct Service Address during the registration process, which will be utilized by CWCI in the establishment and operation of 911 Emergency Dialing. Failure to provide the correct and proper address location may result in misdirecting 911 calls to the incorrect PSAP or emergency operator and/or the failure to reach and render emergency service. **You acknowledge that 911 dialing will not function properly if you move your Device to another service address, either temporarily or permanently, unless the new address has been properly recorded and in an area for which CWCI provides 911 Emergency Dialing.** You may change your Service Address by following the procedures specified on the CWCI website.

**Basic/Traditional 911 Service.** In select areas, CWCI may not support the ability for your physical location information to be automatically delivered to the PSAP with the 911 call. The PSAP or local emergency dispatcher receiving a 911 emergency call may not be able to capture and/or retain automatic number or location information. This means that the dispatcher may not know the phone number or physical location of the person who is making the 911 call. Therefore, **a caller dialing 911 using CWCI may need to immediately tell the dispatcher the location of the emergency**, and the caller must not prematurely disconnect the line, since the dispatcher may not have the phone number to call back the caller. If the caller is unable to speak or sufficiently

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describe the location, the emergency dispatcher may not be able to render emergency service to the appropriate location.

**Enhanced 911 Service.** In select areas, CWCI provides Enhanced 911 (E911) capabilities, if you have activated and properly configured 911 Emergency Dialing and received confirmation from CWCI that E911 has been activated. When the caller dials 911 on a CWCI enabled phone with E911 service, CWCI will utilize the location information you provided at the time of activation, or as subsequently and properly updated, validated and acknowledged by CWCI. This location information will be automatically delivered to the PSAP with the 911 call. If the location information you provided is incorrect, the call may be misdirected to a PSAP that does not serve your location, and may be unable to render sufficient emergency service. **You are totally responsible for maintaining accurate physical location information on your CWCI account.** If you move your CWCI equipment to another location, you **must** update your service address in accordance with the instructions on the CWCI website.

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**911 and E911 Limitations.** 911 and E911 Emergency Dialing will not function if the Device is not configured correctly or if your CWCI Service is not functioning for any reason, including, but not limited to, in the event of a power outage, high-speed/broadband service outage, customer owned or leased equipment failure or degradation of such equipment or any suspension or disconnection of CWCI Service. For technical reasons associated with the possibility of network congestion in the event of a local disaster, there is a greater possibility that a CWCI call will produce a busy signal, fail to be completed, or experience longer connection times, as compared to traditional 911 calls.

**Acknowledgement.** You understand and acknowledge that CWCI 911 Emergency Dialing has certain characteristics that distinguish it from conventional 911 Service. **These characteristics may make CWCI unsuitable to some users.** You should carefully evaluate your circumstances when deciding to activate CWCI service. You acknowledge that it is your responsibility to determine the technology or combination of technologies best suited to meet your emergency calling needs, and to make the necessary provisions for access to emergency calling services, such as maintaining a **conventional phone line or wireless phone as a backup** means of completing emergency calls.

**Suspension of Your Account.** You acknowledge and understand that a service outage due to suspension of your account as a result of billing issues, non-payment or delinquency of your account or any other reason, including, but not limited to those reasons described elsewhere in this Agreement, will prevent all service, **including Emergency 911 dialing.**

**Indemnification.** You acknowledge and understand that CWCI will not be liable for any service outage and/or inability to dial 911 using CWCI or to access any emergency service personnel due to the characteristics and limitation of CWCI Service set forth in this document. You agree to defend, indemnify, and hold harmless CWCI, its officers, directors, employees, affiliates and agents and any other service provider who furnishes

services to you in connection with the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorney fees) by, or on behalf of, you or any third party user of the service relating to the failure or outage of the service, including those related to 911 dialing. You acknowledge that CWCI does not offer Lifeline service, and that we strongly recommend that you always have an alternative means of accessing emergency service.



## **CWCI VoIP End User Service Subscriber Agreement**

This Agreement ("Agreement") is between Central Wisconsin Communications, Inc., a corporation organized under Wisconsin law ("CWCI"), and the undersigned End User of Voice over Internet Protocol ("VoIP") communications services. This Agreement governs both the services and devices described below provided by and approved by CWCI to be connected to the CWCI VoIP network. In this Agreement, "you", "your", "End User", "user", and "Customer" mean the End User of the CWCI services defined below, and "CWCI", "we", "our", and "us" mean CWCI. BY ENROLLING IN, ACTIVATING, USING, OR PAYING FOR THE SERVICES, YOU AGREE TO THE TERMS AND CONDITIONS IN THIS AGREEMENT, **INCLUDING THOSE PERTINENT TO 911 EMERGENCY DIALING**, AND TO THE PRICES, CHARGES, TERMS AND CONDITIONS PROVIDED TO YOU WITH RESPECT TO THE SERVICE DURING THE SERVICE REGISTRATION PROCESS, INCLUDING MARKETING AND INFORMATIONAL MATERIALS ASSOCIATED WITH YOUR OFFER, AND ON THE CWCI WEB SITE, ALL OF WHICH ARE INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THE AFOREMENTIONED TERMS AND CONDITIONS, DO NOT USE THE SERVICES, AND CANCEL THE SERVICES IMMEDIATELY BY CONTACTING CWCI FOR FURTHER DIRECTIONS.

### **1. Service Description**

CWCI VoIP service is an enhanced informational communication service whereby the voice communication is converted to VoIP and carried, in part, over high-speed Internet networks, also known as broadband Internet service. "Service" or "Services" is defined to include VoIP calling and certain calling and call management features or advanced features associated with the Service, including additional features or advanced features which CWCI, in its sole discretion, may add, modify, or delete from time to time. "Service" or "Services" do not include broadband Internet service.

### **2. Service Term**

Service is offered on a monthly basis. The first term will begin on the date that CWCI activates your Service and will end on the day before the same date of the following month. This Agreement automatically renews on a monthly basis without further action by you unless you give CWCI written notice of non-renewal at least ten (10) days before the end of the monthly term in which the notice is given. You are purchasing the Service for full monthly terms, meaning that if you attempt to terminate Service prior to the end of a monthly term, you will be responsible for the full month's charges to the end of the then-current term, including without limitation unbilled charges, all of which



immediately become due and payable. Expiration of the term or termination of Service does not excuse you from paying all unpaid, accrued charges due in relation to this Agreement.

### **3. Service Requirements**

Service requires: (a) a broadband connection via DSL ("Digital Subscriber Line"), procured from CWCI and (b) a specialized customer premise equipment called a Telephone or Terminal Adapter ("TA"), Analog Telephone Adapter ("ATA"), Integrated Access Device ("IAD"), IP Office or other such equipment (henceforth called "Device") provided by CWCI that allows connectivity from a regular telephone handset (which you need to supply), or a specialized IP telephone ("Internet Protocol telephone") provided by CWCI, to your broadband connection, and which you are responsible for installing yourself pursuant to instructions provided to you by CWCI.

If you receive packaging and/or Devices from CWCI that are visibly damaged, you must note the damage on the carrier's freight bill or receipt and keep a copy. In such event, you must keep the original carton, all packing materials and parts intact in the same condition in which they were received from the carrier and contact CWCI's customer service department immediately.

**VoIP is dependent on the broadband connection, adequate power, and correct configuration of the IP phone, IP office, Terminal Adapter ("TA") or other device used to convert the voice signal to an Internet Protocol ("IP") signal. CWCI does not guarantee that the service will be continuous or error-free. In addition, service may, from time to time, be interrupted for equipment, network, or facility upgrades or modifications and/or other service interruptions/outages, which may or may not be within our control or may be considered "acts of God".**

### **4. Service Limitations**

You understand and acknowledge that the Service may not be compatible with all non-voice communications equipment, including but not limited to home security systems, home security systems set up to make automatic phone calls, medical monitoring equipment, fax machines, satellite television systems and computer modems. **By accepting this Agreement, you waive any claim against CWCI for interference or disruption of such services and equipment due to the services.**

### **5. Residential Use of Service and Device**

If you have subscribed to CWCI's Residential Services, the Service and any Device provided by CWCI are provided to you as a residential user, for your personal, residential, non-business and non-professional use. This means that you are not using them for any commercial, profit-making, non-profit, or governmental activities, including but not limited to home office, business, sales, tele-commuting, telemarketing (including without limitation charitable or political solicitation or polling), autodialing, continuous or extensive call forwarding, fax broadcast, fax blasting or any other activity that would be inconsistent with normal residential usage patterns. This also means that you are not to resell or transfer the Service or the Device to any other person for any purpose, or make

any charge for the use of the Service, without express written permission from CWCI in advance. You agree that your use of the Service and/or Device, or the use of the Service and/or Device provided to you by any other person for any commercial or governmental purpose will obligate you to pay CWCI'S higher rates for commercial service on account of all periods, including past periods, in which you use or used the Service for non-residential, commercial or governmental purposes. CWCI reserves the right to immediately terminate or modify the Service, if CWCI determines, in its sole discretion, that Customer's Service is being used for non-residential or commercial use.

#### **6. Business/Commercial Use of Service and Device**

If you have subscribed to CWCI'S Business/Commercial service, the Service and any Device provided by CWCI are provided to you as a small business user. This means that you are not to resell or transfer the service or device to any other person for any purpose, without express written permission from CWCI in advance. You agree that the CWCI Business/Commercial plans do not confer the right to use the service for auto-dialing, continuous or extensive call forwarding, telemarketing (including without limitation charitable or political solicitation or polling), fax broadcasting or fax blasting. CWCI reserves the right to immediately terminate or modify the Service, if CWCI determines, in its sole discretion, that Customer's Service is being used for any of the aforementioned activities.

#### **7. Lawful Use of Service and Device**

You agree to use the Service and Device only for lawful purposes. This means that you agree not to use them for transmitting or receiving any communication or material of any kind when, in CWCI's sole judgment, the transmission, receipt or possession of such communication or material (i) would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law or (ii) encourages conduct that would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law. CWCI reserves the right to terminate your service immediately and without advance notice if CWCI, in its sole discretion, believes that you have violated the above restrictions, leaving you responsible for the full month's charges to the end of the current term, including without limitation unbilled charges, all of which immediately become due and payable and may at CWCI's discretion be immediately charged to your credit card or bill. You are liable for any and all use of the Service and/or Device by yourself and by any person making use of the Service or Device provided to you and agree to indemnify and hold harmless CWCI against any and all liability for any such use. If CWCI, in its sole discretion believes that you have violated the above restrictions, CWCI may forward the objectionable material, as well as your communications with CWCI and your personally identifiable information to the appropriate authorities for investigation and prosecution and you hereby consent to such forwarding. These requirements are in addition to any requirements or restrictions imposed by your broadband Internet service provider.

#### **8. Use of Service and Device by Customers Outside the United States**

While the Service may be used within the United States to contact persons in other

countries, CWCI does not presently offer or support the Service to customers located in other countries. If you remove the Device to a country other than the United States, and use the Service from there, you do so at your own sole risk, including the risk that such activity violates local laws in the country where you do so. You are liable for any and all such use of the Service and/or Device by yourself or any person making use of the Service or Device provided to you and agree to indemnify and hold harmless CWCI against any and all liability for any such use. Should the removal from the United States of the Device violate any export control law or regulation, you will be solely liable for such violation and agree to indemnify and hold harmless CWCI against any and all liability for such violation. CWCI reserves the right to terminate your Service immediately and without advance notice if it determines that you are using it outside the United States.

#### **9. Loss of Service Due to Power Failure, Internet Service Outage, Termination, Suspension, or Termination by CWCI**

You acknowledge and understand that the Service **does not function in the event of power failure**. You also acknowledge and understand that the Service requires a fully functional broadband connection to the Internet and that, accordingly, in the event of an outage of, or termination of service with or by, your Internet Service Provider ("ISP") and/or broadband provider, the Service will not function, but that you will continue to be billed for the Service unless and until you or CWCI terminate the Service in accordance with this Agreement. Should there be an interruption in the power supply or an ISP outage, the Service will not function until power is restored or the ISP outage is cured. A power failure or disruption may require the Customer to reset or reconfigure equipment prior to utilizing the Service. Power disruptions or failures or ISP outages will also prevent dialing to emergency service numbers including the 911 calling feature if provided as part of the service. Should CWCI suspend or terminate your Service, the Service will not function until such time as CWCI restores your Service (which may require payment of all invoices and reconnection fees owed by you or cure of any breach by you of this Agreement).

#### **10. Copyright/Trademark/Unauthorized Usage of Device, Firmware or Software**

The Service and Device and any firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Device, and all Services, information, documents and materials on CWCI's website(s) are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") of CWCI are and shall remain the exclusive property of CWCI and nothing in this Agreement shall grant you the right or license to use any of such marks. You acknowledge that you are not given any license to use the firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Device, other than a nontransferable, revocable license to use such firmware or software in object code form (without making any modification thereto) strictly in accordance with the terms and conditions of this Agreement. You expressly agree that the Device is exclusively for use in connection with the Service and that CWCI will not provide any passwords, codes or

other information or assistance that would enable you to use the Device for any other purpose. You shall not reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.

#### **11. Tampering with the Service or Device**

You agree not to change the electronic serial number or equipment identifier of the Device, or to perform a factory reset of the Device, without express permission from CWCI which CWCI may deny in each instance in its sole discretion. CWCI reserves the right to terminate your Service should you tamper with the Device, leaving you responsible for the full month's charges to the end of the current term, including without limitation unbilled charges, all of which immediately become due and payable. You agree not to hack or disrupt the Service or to make any use of the Service that is inconsistent with its intended purpose or to attempt to do so.

#### **12. Theft of Service**

You agree to notify CWCI immediately, in writing or by calling the CWCI customer support line, if the Device is stolen or if you become aware at any time that your Service is being stolen or fraudulently used. When you call or write, you must provide your account number and a detailed description of the circumstances of the Device theft or fraudulent use of Service. Failure to do so in a timely manner may result in the termination of your Service and additional charges to you. Until such time as CWCI receives notice of the theft or fraudulent use, you will be liable for all use of the Service using a Device stolen from you and any and all stolen Service or fraudulent use of the Service.

#### **13. Return of Device**

The Device must be returned to CWCI within five (5) days of the termination of Service and (i) the Device must be undamaged and in original condition, reasonable wear and tear excluded; (ii) all parts, accessories, documentation and packaging materials must be returned; and (iii) equipment must be returned with a valid return authorization number obtained from CWCI customer service department. If any of these conditions are not met, you will be charged for unreturned equipment in the amount of \$79.95. You are responsible for any and all costs and risks of return shipping of equipment.

#### **14. Ownership and Risk of Loss**

You shall be deemed the owner of the Device, and bear all risk of loss of, theft of, casualty to or damage to the Device, from the time it is shipped until the time (if any) when it is returned by you pursuant to Section 13, and has been received by CWCI.

#### **15. Service Distinctions**

**You acknowledge and understand that the Service is not a telephone service.**

Important distinctions (some, but not necessarily all, of which are described in this Agreement) exist between telephone service and the enhanced Service offering provided by CWCI. The Service is subject to different regulatory treatment than telephone service. This treatment may limit or otherwise affect your rights of redress before Federal or State telecommunications regulatory agencies.

## **16. Number Transfer on Service Termination**

Upon termination of the Service, if you wish to have CWCI release a telephone number that was ported in for you from a previous service provider, CWCI will make reasonable efforts to do so, provided that: (i) your new service provider is able to accept such number, (ii) you make the request before your account with CWCI has been terminated; and (iii) your CWCI account is completely current including payment for all charges.

## **17. Residential Dialing Plans**

- a. **7 Digit Dialing** (NXX-XXXX, where N is equal to a digit 2 through 9)
- b. **1+ 10 Digit Dialing** (1+Area Code/NPA+NXX-XXXX)
- c. **0 Dialing** (Operator Services)
- d. **No 0+ Calling** **CWCI Service does not support 0+ calling** (including without limitation collect, third party billing or calling card calling).
- e. **211 Calling**
- f. **311 Calling**
- g. **411 Local Directory Assistance** (Charge will apply)
- h. **555-1212 Directory Assistance**(Charge will apply)
- i. **611 Repair**
- j. **711 Calling** (TTY)
- k. **800/888/876/866 Toll Free Calls**
- l. **809 Calling** (Dominican Republic/Caribbean Islands)
- m. **900/976 Calling**
- n. **911 Calling** (See 911 dialing elsewhere in this Agreement).
- o. **011 Calling International Calling**
- p. **01 Calling International Operator Assistance**

## **18. EMERGENCY SERVICES 911 DIALING**

***PLEASE READ THIS INFORMATION REGARDING 911 VERY CAREFULLY. BY ACTIVATING AND PAYING FOR THE SERVICE, YOU ACKNOWLEDGE AND AGREE TO THE LIMITATIONS OF CWCI 911 EMERGENCY DIALING SERVICE, AND UNDERSTAND THE DISTINCTIONS BETWEEN SUCH SERVICE AND TRADITIONAL 911 OR E911 CALLS.*** 18. EMERGENCY SERVICES 911 DIALING

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**911 and E911 Limitations.** 911 and E911 Emergency Dialing will not function if the Device is not configured correctly or if your CWCI Service is not functioning for any

reason, including, but not limited to, in the event of a power outage, high-speed/broadband service outage, customer owned or leased equipment failure or degradation of such equipment or any suspension or disconnection of CWCI Service. For technical reasons associated with the possibility of network congestion in the event of a local disaster, there is a greater possibility that a CWCI call will produce a busy signal, fail to be completed, or experience longer connection times, as compared to traditional 911 calls.

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**Indemnification.** You acknowledge and understand that CWCI will not be liable for any service outage and/or inability to dial 911 using CWCI or to access any emergency service personnel due to the characteristics and limitation of CWCI Service set forth in this document. You agree to defend, indemnify, and hold harmless CWCI, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection with the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorney fees) by, or on behalf of, you or any third party user of the service relating to the failure or outage of the service, including those related to 911 dialing. You acknowledge that CWCI does not offer Lifeline service, and that we strongly recommend that you always have an alternative means of accessing emergency service.

## **19. Changes to this Agreement**

CWCI may change the terms and conditions of this Agreement including the rates and charges for Service from time to time. Notices will be considered given and effective on the date posted on to the "Service Announcements" section of the CWCI website (currently located at <http://www.talkwithus.biz>). Such changes will become binding on Customer, on the date posted to the CWCI website and no further notice by CWCI is required. This Agreement as posted supersedes all previously agreed to electronic and written terms of service, including without limitation any terms included with the packaging of the Device and also supersedes any written terms provided to Customers in connection with retail distribution, including without limitation any written terms enclosed within the packaging of the Device.

## **20. Charges/Payments/Default/Taxes/Termination**

You must provide a valid credit card number (Visa, MasterCard, Discover, American Express or any other issuer then-accepted by CWCI) when the Service is activated or a financial account that authorizes CWCI to debit your account. CWCI reserves the right to stop accepting credit cards from one or more issuers. If the card expires, you close your account, your billing address changes, or the card is cancelled and replaced owing to loss or theft, you must advise CWCI at once. We will bill all charges, applicable taxes and surcharges monthly in advance (except for usage-based charges, which will be billed monthly in arrears, and any other charges which CWCI decides to bill in arrears) to your credit card, including but not limited to: activation fees, monthly Service fees, international usage charges, advanced feature charges, equipment purchases, disconnect fees and shipping and handling charges. Charges and rates shall be as specified from time to time on CWCI's website at <http://www.talkwithus.biz>. CWCI reserves the right to bill at more frequent intervals if the amount due at any time exceeds \$50. Any usage charges will be billed in increments that are rounded up to the nearest minute for the Initial Billing Increment, and each Additional Billing Increment will be rounded up to the nearest minute increment, except as otherwise set forth in the rate schedules found on the CWCI website. Any deviation from this policy must be in writing and signed by both parties.

## **21. Billing disputes**

You must notify CWCI in writing within 10 business days after receiving your credit card or billing statement if you dispute any CWCI charges on that statement or such dispute will be deemed waived. Billing disputes should be notified to the following address: PO Box 8045, Wisconsin Rapids, WI 54495-8045 or [billing@talkwithus.biz](mailto:billing@talkwithus.biz) or 1-888-676-8638.

## **22. Payment**

CWCI accepts payments only by credit card or ACH as set forth in **Section 20**. Your initial use of the Service authorizes CWCI to charge the credit card account number on file with CWCI or the financial account on file with CWI, including any changed information given CWCI if the card expires or is replaced, or if you substitute a different card, for CWCI charges as set forth in **Section 20**. This authorization will remain valid until 30 days after CWCI receives your written notice terminating CWCI authority to charge your credit card, whereupon CWCI will charge you any other outstanding charges and terminate the Service. CWCI may terminate your Service at any time in its sole discretion, if any charge to your credit card on file with CWCI is declined or reversed, your credit card expires and you have not provided CWCI with a valid replacement credit card or in case of any other non-payment of account charges. Termination of Service for declined or expired card, reversed charges or non-payment leaves you FULLY LIABLE to CWCI for ALL CHARGES ACCRUED BEFORE TERMINATION and for all costs incurred by CWCI in collecting such amounts, such as (but not limited to) collection costs and attorney's fees.

## **23. Termination/Discontinuation of Service**



CWCI reserves the right to suspend or discontinue providing the Service generally, or to terminate your Service, at any time in its sole discretion. If CWCI discontinues providing the Service generally, or terminates your Service in its discretion without a stated reason, you will only be responsible for charges accrued through the date of termination, including a pro-rated portion of the final month's charges. If your Service is terminated for any stated reason, including without limitation a violation of this Agreement, or because of any improper use of the Service or Device (such as, but not limited to, your attempts to hack, disrupt, or misuse the Service or your acts or omissions that violate any acceptable use policy of CWCI or of a third party provider to which CWCI is subject), you will be responsible for the full month's charges to the end of the current term, including without limitation unbilled charges; all of which immediately become due and payable.

#### **24. Taxes**

You are responsible for, and shall pay, any applicable federal, state, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility or other taxes, fees or charges now in force or enacted in the future, that arise from or as a result of your subscription or use or payment for the Service or Devices. These taxes, fees and charges will be billed to your credit card as set forth in this Agreement. If you are exempt from payment of such taxes, fees and charges, you shall provide CWCI with an original certificate that satisfies applicable legal requirements attesting to tax-exempt status. Tax exemption will only apply from and after the date CWCI receives such certificate.

#### **25. Money Back Guarantee; Limitations and Conditions (Residential)**

CWCI offers a ten (10) business day Money Back Guarantee, applicable only to User's first-ordered line per account, not to additional or secondary lines. Under the terms of this Money Back Guarantee, CWCI refunds the activation fee, first month of service, and shipping charges and waives the disconnect fee, provided the terms described below are satisfied. Federal excise taxes and any other applicable taxes cannot be refunded. CWCI reserves the right to terminate or revoke this Money Back Guarantee at any time, without prior notice.

In order to be entitled to this Money Back Guarantee, User (i) must cancel service within ten (10) business days after the account activation; (ii) must return all Devices within ten (10) business days after cancellation pursuant to **Sections 13 and 14**, and (iii) must not have exceeded 250 minutes of local, domestic and international usage. User remains responsible for any charges for domestic usage in excess of the amount included within the Plan to which User subscribes, international usage, payphone charges to CWCI, toll free numbers and directory assistance calls. **THIS MONEY BACK GUARANTEE DOES NOT APPLY TO ACCOUNTS EXCEEDING 250 MINUTES OF USAGE AND SUCH ACCOUNTS ARE NOT ELIGIBLE FOR REFUND OF ANY OF THE CHARGES DESCRIBED HEREIN.**

In addition to the requirements set forth in **Section 13**, all returned Devices must be in the original packaging with the UPC and MAC bar code intact. All components, manuals and

registration card(s) must be included. Equipment must be returned with a valid return authorization number obtained from CWCI's customer service department. The User is responsible for the cost and risk of return shipping of equipment. **THE MONEY BACK GUARANTEE WILL NOT BE HONORED IF USER FAILS TO MEET ALL SUCH REQUIREMENTS.**

## **26. Business/Commercial Money Back Guarantee**

CWCI offers Business/Commercial subscribers a 30 day Money Back Guarantee from date of activation of service (such 30 day period, the "Warranty Period"), applicable only to User's first-ordered service package, not to additional or secondary orders. Under terms of this Money Back Guarantee, CWCI refunds the activation fee and first month of service, provided the terms described below are satisfied. Federal excise taxes and any other applicable taxes cannot be refunded. CWCI reserves the right to terminate or revoke this Money Back Guarantee at any time, without prior notice.

In order to be entitled to this Money Back Guarantee, User (i) must cancel service within ten (10) business days after the account activation; (ii) must return all Devices within ten (10) business days after cancellation pursuant to **Sections 13 and 14**, and (iii) must not have exceeded 5,000 minutes of usage. User remains responsible for any charges for domestic usage in excess of the amount included within the Plan to which User subscribes, international usage, payphone charges to CWCI, toll free numbers and directory assistance calls. **THIS MONEY BACK GUARANTEE DOES NOT APPLY TO ACCOUNTS EXCEEDING 5,000 MINUTES OF USAGE AND SUCH ACCOUNTS ARE NOT ELIGIBLE FOR REFUND OF ANY OF THE CHARGES DESCRIBED HEREIN.**

In addition to the requirements set forth in **Section 13**, all returned Devices must be in the original packaging with the UPC and MAC bar code intact. All components, manuals and registration card(s) must be included. Equipment must be returned with a valid return authorization number obtained from CWCI's customer service department. The User is responsible for the cost and risk of return shipping of equipment. **THE MONEY BACK GUARANTEE WILL NOT BE HONORED IF USER FAILS TO MEET ALL SUCH REQUIREMENTS.**

## **27. Payphone Charges**

If you make use of CWCI Toll Free feature or any toll free feature that may be offered by CWCI in the future, you acknowledge and agree that CWCI is entitled to recover from you any charges imposed on CWCI by payphone owners or operators, either directly indirectly through CWCI suppliers in connection with toll free calls made to your number, or any charges imposed on CWCI by its suppliers to recover such costs. CWCI may recover these amounts by means of a per-call charge, rounded up to the next cent, or in such other fashion as CWCI deems appropriate for the recovery of these costs.

## **28. Charges for Directory Calls**

CWCI will charge 99 cents for each call made to CWCI directory assistance.

### **29. Limitation of Liability**

Neither CWCI nor its stockholders, officers, directors employees, affiliates or agents, nor any other service provider who furnishes services to Customer in connection with this agreement shall be liable for any delay or failure to provide the Service, including 911 dialing, at any time or from time to time, or any interruption or degradation of voice quality that is caused by any of the following: (a) act or omission of an underlying carrier, service provider, vendor or other third party; (b) equipment, network or facility failure; (c) equipment, network or facility upgrade or modification; (d) force majeure events such as (but not limited to) acts of god; strikes; fire; lighting; flooding; natural disasters; power surges; war; riot; government actions; (e) equipment, network or facility shortage; (f) equipment or facility relocation; (g) service, equipment, network or facility failure caused by the loss of power to Customer; (h) outage of Customer's ISP or broadband service provider; (i) act or omission of Customer or any person using the Service or Device provided to Customer; (j) any failure or defect in any Device supplied to Customer; or (k) any other cause that is beyond CWCI control, including without limitation a failure of or defect in any Device, the failure of an incoming or outgoing communication, the inability of communications (including without limitation 911 dialing) to be connected or completed, or degradation of voice quality.

### **30. Limitation of Damages**

CWCI'S AGGREGATE LIABILITY FOR (A) ANY FAILURE OR MISTAKE; (B) ANY CLAIM WITH RESPECT TO CWCI'S PERFORMANCE OR NONPERFORMANCE HEREUNDER OR (C) ANY CWCI ACT OR OMISSION IN CONNECTION WITH THE SUBJECT MATTER HEREOF, SHALL IN NO EVENT EXCEED CREDIT FOR SERVICE CHARGES WITH RESPECT TO THE AFFECTED TIME PERIOD.

IN NO EVENT SHALL CWCI, ITS STOCKHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OF OR DAMAGE TO CUSTOMER'S DATA, FILES, PROGRAMS OR INFORMATION, LOSS OF REVENUE OR PROFITS, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE, INCLUDING INABILITY TO BE ABLE TO DIAL 911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE SERVICE. THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT CWCI WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.

### **31. Claims Deadline**

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service, any Device supplied by CWCI or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

### **32. Resolution of Disputes-Mandatory Arbitration**

Any dispute or claim between Customer and CWCI arising out of or relating to the Service or Device provided in connection with this Agreement shall be resolved by arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration shall take place in Madison, Wisconsin and shall be conducted in English. The arbitrator's decision shall follow the plain meaning of the relevant documents, and shall be final and binding. Without limiting the foregoing, the parties agree that no arbitrator has the authority to: (i) award relief in excess of what this Agreement provides; or (ii) award punitive or exemplary damages. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. All claims shall be arbitrated individually and Customer will not bring or join any class action of any kind in court or in arbitration or seek to consolidate or bring previously consolidated claims in arbitration.

CUSTOMER ACKNOWLEDGES THAT THIS ARBITRATION PROVISION CONSTITUTES A WAIVER OF ANY RIGHT TO A JURY TRIAL.

### **33. Indemnification**

Customer agrees to defend, indemnify, and hold harmless CWCI, its stockholders, officers, directors, employees, affiliates and agents and any other service provider who furnishes services to Customer in connection with this Agreement or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys fees) by, or on behalf of, Customer or any third party or user of Customer's Service, relating to this Agreement, the Services, including 911 dialing, or the Device. This paragraph shall survive termination of this Agreement.

### **34. No Warranties on Service**

CWCI MAKES NO WARRANTIES AS TO THE SERVICE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS OF THE SERVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, CWCI DOES NOT WARRANT THAT THE SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR DEVICE, IF ANY, BY CWCI OR CWCI AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND.

### **35. No Warranties or Limited Warranties for Devices**

If Customer received the Device new from CWCI and the Device included a limited warranty at the time of receipt, Customer must refer to the separate limited warranty document provided with the Device for information on the limitation and disclaimer of certain warranties. Remedies for breach of any such warranties will be limited to those expressly set forth in such documentation. If Customer's Device did not include a limited warranty from CWCI at the time of receipt, Customer agrees that it accepts its Device "AS IS" and that Customer is not entitled to replacement or refund in the event of any defect. OTHER THAN WARRANTIES AS TO THE DEVICE EXPRESSLY SET FORTH IN DOCUMENTATION PROVIDED WITH THE DEVICE, CWCI MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS OF THE DEVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE DEVICE OR ANY FIRMWARE OR SOFTWARE IS "ERROR FREE" OR WILL MEET CUSTOMER'S REQUIREMENTS. THE FOREGOING WILL NOT BE DEEMED TO LIMIT ANY DISCLAIMER OR LIMITATION OF WARRANTY SET FORTH IN THE DOCUMENTATION PROVIDED WITH THE DEVICE.

### **36. No Third Party Beneficiaries**

No provision of this Agreement provides any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.

### **37. Content**

You are liable for any and all claims that may arise out of the content transmitted by or to you or Users using the Services. You shall assure that your or any other user's use of the Services and content will at all times comply with all applicable laws, regulations and written and electronic instructions for use. CWCI reserves the right to terminate or suspend affected Services, and/or remove your or any other users' content from the Services if CWCI determines that such use or content does not conform with the requirements set forth in this Agreement or interferes with CWCI's ability to provide Services to you or others, or if CWCI receives notice from anyone that your or any other users' use of content may violate any laws or regulations. CWCI's actions or inaction under this Section shall not constitute review or approval of your or any other users' use or content. You will indemnify and hold CWCI against any and all liability arising from the content transmitted by or to you or to any other users using the Services. A "User" means any person, whether authorized or unauthorized, using the Service and/or Device provided to you.

### **38. Governing Law**

The Agreement and the relationship between you and CWCI shall be governed by the laws of the State of Wisconsin without regard to its conflict of law provisions. To the extent court action is initiated to enforce an arbitration award or for any other reason consistent with Section 32, you and CWCI agree to submit to the personal and exclusive jurisdiction of the courts located within the state of Wisconsin, and waive any objection

as to venue or inconvenient forum.

### **39. No Waiver**

The failure of CWCI to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision.

### **40. Entire Agreement**

This Agreement and the rates and terms for Services found on CWCI website constitute the entire agreement between you and CWCI and govern your use of the Service, superseding any prior agreements between you and CWCI and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter. No amendment to this Agreement shall be binding upon CWCI unless and until posted in accordance with **Section 19** hereof.

### **41. Severability**

If any part of this Agreement is legally declared invalid or unenforceable, all other parts of this Agreement are still valid and enforceable. Such invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this Agreement.

### **42. Privacy**

CWCI Service utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. CWCI is not liable for any lack of privacy which may be experienced with regard to the Service. Please refer to our Privacy Policy applicable to you at <http://portal.wctc.net/?c=privacy.php> for additional information.

Last Updated: July 29, 2005



**Important: CWCI CUSTOMER NOTIFICATION REGARDING YOUR VOIP SERVICE – PLEASE RESPOND PROMPTLY**

> When you signed up to be a customer of the Voice over Internet Protocol (VoIP) telephone service provided by Central Wisconsin Communications, Inc. (CWCI), a subsidiary of Wood County Telephone Company (WCTC), we explained certain limitations regarding the provision of 911 and enhanced 911 (E911) when using our VoIP service. These limitations are further explained in Section 18 of the service agreement that you signed with us when you initiated service.

> The Federal Communications Commission (FCC) has recently adopted new rules requiring all VoIP providers to make sure that their subscribers fully understand the limitations of E911 when using VoIP services. These rules require us to obtain verification from you that you have received and understood information regarding the limitations of our E911 service.

> In fulfillment of this requirement, please carefully read the attached Section 18 of the service agreement which has been revised to reflect the new FCC requirements. After reviewing, please click on the 'Confirm' button below and fill out the form, confirming that you have read and understood these limitations. Please do not hesitate to contact our customer service staff at 888.676.8638 or by visiting us at <http://www.talkwithus.biz> if you have any questions or require further assistance regarding 911 or E911 capabilities on your VoIP service. Please be aware that we also will be sending labels for you to place on your phone or other device that you use to make VoIP calls which will remind users of the E911 limitations.

> *Please note that under the order issued by the FCC if we do not receive reply to this letter indicating acknowledgement of the revised Terms of Service prior to August 29, 2005 we will be forced to disconnect your service.*

> Please click the button to fill out the form confirming your account on our system and we will forward you directly to the customer portal.

